

**BENTON COUNTY FIRE PROTECTION DISTRICT NO. 2**  
**Benton County, Washington**  
**January 1, 1993 Through December 31, 1993**

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**Schedule Of Findings**

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1. The District Needs Equipment Usage Guidelines

The district fire chief took firefighting equipment to Montana without a previously approved mutual aid agreement between the district and the Forest Service.

Such an agreement is required by RCW 39.34.30, the interlocal cooperation act. It states:

(2) Any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provision of this chapter . . . .

Cooperation guidance is developed in mutual aid agreements approved by the district board of commissioners.

The fire chief heard about the Montana fires, decided to take fire equipment and firefighters to help, and got approval from one board member. The commissioner apparently believed the United States Forest Service had asked for help which would be the normal practice.

This resulted in the district giving mutual aid to the U.S. Forest service without the required agreement. In addition, the cost of fighting those fires was not included in the budget process. Also, the liability of the district for any losses incurred in connection with fighting those fires were not considered.

We recommend the district only provide mutual aid service pursuant to preapproved and written agreements. Those agreements should cover all aspects of the mutual aid effort as specified in RCW 39.34.030

2. The District Should Recover Funds From Former Fire Chief Paul Gifford

Fire Chief Paul Gifford received additional pay of \$4,358 for his work on the Montana fires referred to in Finding 1. In our opinion, the \$4,358 he earned should have been returned to the district as he is the district's full time employee and he was using district equipment.

Article II, Section 25 of the state constitution prohibits extra pay after service is rendered. RCW 42.20.010 prohibits use of any

(3) . . . property under his official control or direction, or in his official custody, for the private benefit or gain of himself or another.

RCW 42.23.030 states in part:

No municipal officer shall be beneficially interested, directly or indirectly, in any contract which may be made by, through or under the supervision of such officer, in whole or in part, or which may be made for the benefit of his or her office, or accept, directly or indirectly, any compensation, gratuity, or reward in connection with such contract from any other person beneficially interested therein.

The chief negotiated a firefighting rate of \$25 per hour with the U.S. Forest Service for fire related duties. He evidently considered this pay for services he performed.

This extra pay has, in effect, increased his compensation for work he was already contracted to do for the district.

We recommend the district recover the above mentioned \$4,358 from Chief Gifford.